

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:

**MYPLAY DIRECT, INC.,**

Chapter 11 Case  
Case No. 16-12457

Debtor.

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**INDEX OF DOCUMENTS FILED  
WITH CHAPTER 11 PETITION**

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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:

**MYPLAY DIRECT, INC.,**  
Tax I.D. No. 27-0608434,

Chapter 11 Case  
Case No. 16-12457

Debtor.

-----X

**DECLARATION OF JEREMY BERNSTEIN**  
**PURSUANT TO LOCAL BANKRUPTCY RULE 1007-2**

STATE OF NEW YORK                    )  
  )       ss:  
COUNTY OF NEW YORK                )

Jeremy Bernstein, being duly sworn, deposes and states the following under penalty of perjury, subject to 18 U.S.C. § 1001:

1. I am the Interim Chief Financial Officer of MyPlay Direct, Inc. (“MyPlay” or the “Debtor”) and have held that position since May 20, 2016. In that capacity, I have knowledge of, and experience with, the business and financial affairs of the Debtor.

2. I submit this declaration (“Declaration”) pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Bankruptcy Rules”) to assist the Court and other parties in interest in understanding the Debtor’s circumstances and the events leading to the Debtor’s filing of a petition under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). The Debtor filed its chapter 11 petition on August 25, 2016 (the “Petition Date”).

3. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge, my discussions with the Debtor’s financial and legal advisors and shareholders, my review of relevant documents, information provided to me by employees of the

Debtor, or my opinion based upon my experience, knowledge and information concerning the Debtor. If called upon to testify, I would testify to the facts set forth in this Declaration.

### **PRELIMINARY STATEMENT**

4. Part I of this Declaration provides a general overview of the Debtor's organizational and corporate structure and a description of the business. Part II describes the circumstances giving rise to the commencement of the chapter 11 case and the Debtor's goals in this case. Finally, Part III outlines the information required by Local Bankruptcy Rule 1007-4.

#### **I. Organizational, Corporate and Debt Structure and Description of Business**

##### **(a) Background**

5. MyPlay is a Delaware corporation that was created in 2009 as a wholly-owned subsidiary of SONY DADC New Media Solutions Inc. ("SONY"). The company began as an internal services unit providing end-to-end digital marketing and commerce services within Sony Music Entertainment and in the fall of 2012 forward began servicing third parties as a direct to consumer e-commerce business with multiple online stores focusing on media, music and entertainment. From this point on, MyPlay sold SONY products, SONY excess inventory, and owned third party products, and entered into license agreements with third parties to design, manufacture and sell products relating to particular musical artists and television shows. (MyPlay has never had its own manufacturing facilities; the manufacturing was outsourced to third parties.) The products and inventory were then offered online to fans of the musical artists and television shows. On occasion, e-mail lists of fans were provided to MyPlay by SONY or others, and the online marketing would be supplemented by direct e-mail marketing.

6. In late 2012, SONY entered into a sub-sublease with The Limited Stores (the "Limited") for executive office and design space at 400 Lafayette Street in New York City. The

Limited itself was a subtenant, as its affiliate, Limited Brands, Inc. had entered into a lease dated March 19, 2007 with landlord Sand Associates for the second and third floors at 400 Lafayette Street and then, pursuant to a sublease dated August 3, 2007, Limited Brands, Inc. subleased all of that space to the Limited.

7. The SONY sub-sublease, which was dated December 5, 2012, was solely for the second floor space at 400 Lafayette Street (the “Premises”), not for the second *and* third floor space leased by the Limited, and pursuant to a Sub-Sublease Assignment and Assumption Agreement dated February 10, 2015, SONY assigned the sub-sublease to MyPlay. (I will hereinafter refer to the sub-sublease as the “MyPlay Lease”.) The assumption and assignment to MyPlay was consented to in writing by both the Limited and Sand Associates, the ultimate landlord, and provides, among other things, that MyPlay indemnifies SONY for any claims, liabilities and damages relating to MyPlay’s failure to perform its obligations as tenant under the MyPlay Lease from the effective date of the assignment forward.

8. The base rent under the MyPlay Lease is currently \$946,156.10 per year. Pursuant to the MyPlay Lease, MyPlay is also obligated to pay additional rent, including direct payments to utility companies for gas and electric service, and payments to the Limited for MyPlay’s proportional share of real estate taxes, the costs of water and sprinkler service, and the salary of a lobby attendant. The total annual cost to MyPlay under the MyPlay Lease is in excess of \$1,150,000, and is by far MyPlay’s single largest recurring expense.

9. In late 2015, SONY negotiated the sale of its ownership interest in MyPlay to MyPlay Acquisition LLC, a Delaware limited liability company that was and is owned by CN Partners II, LLC (90%) and SONY (10%). The stock sale occurred on February 1, 2016.

**(b) The Current Structure and Operation of the Business**

10. As a result of SONY's sale of its interest in MyPlay to MyPlay Acquisition LLC, in which SONY has only a 10% interest, the Debtor no longer sells SONY's excess inventory. It generally continues to perform under its license agreements, and where license agreements have expired pursuant to their terms, to sell off remaining inventory with the knowledge and cooperation of the licensors. At present, MyPlay's business is predominantly the sale of such inventory, and the marketing and sale of vinyl records.

11. In an effort to reduce its overhead, MyPlay has moved from an in-house e-commerce platform that costed the company more than \$200,000 per month, to "Shopify," an e-commerce platform that permits the Debtor to maintain its "Popmarket" website for less than \$1,000 per month. Online orders are processed for MyPlay by Shopify and are then relayed through an e-commerce logistics automation solution called Hub Logix to MyPlay's warehousing and fulfillment provider, Alliance Entertainment, a company that provides storage and distribution services to retailers in the music and entertainment industries. In addition to warehousing MyPlay's inventory and fulfilling MyPlay's orders, Alliance Entertainment also maintains its own media product inventory, which, due to MyPlay's custom integration, MyPlay has the ability to sell through Popmarket. MyPlay utilizes this integration to sell products it does not have in stock, broadening its assortment and helping to fulfill orders of sold out products.

12. MyPlay has eleven employees, who work from both the premises that are subject to the MyPlay lease and from the premises at 33 Irving Place in New York City. To the best of my knowledge, the Debtor has no secured debt, but for the claim of its warehouser, which claim is the subject of one of the Debtor's "first day" motions. It is current in its payment obligations to both of its landlords, and is also generally current in the payment of taxes, which it pays when

due. Some pre-petition taxes may be unpaid, either in the ordinary course of the accrual/billing cycle, or as a result of the bankruptcy filing. Though the Debtor is not seeking “first day” authority to pay pre-petition taxes, it may do so in the course of the Chapter 11 case, as it becomes necessary or appropriate.

## **II. Events Leading To Chapter 11 and Chapter 11 Goals**

### **(a) Recent Changes to the Business**

13. In the past six months, the Debtor has taken steps to decrease its overhead, such as transitioning to a significantly less expensive e-commerce platform, as I’ve discussed above, reducing the number of employees from over 50 employees to eleven key employees, and where possible, eliminating costly software solutions. (By way of example of the last item, MyPlay is moving from NetSuite to Quickbooks.) In addition, MyPlay has allowed many of its license agreements to expire pursuant to their terms, as the licenses were on terms that were highly unfavorable to the Debtor. The Debtor’s operational changes have enabled it to move from losses of \$500,000 per month to losses of \$100,000 per month, exclusive of the impact of the MyPlay Lease.

14. MyPlay has some outstanding obligations and unpaid bills in connection with its licenses and products, and certain highly unfavorable license agreements, which it hopes to address in this Chapter 11 case. However, the critical problem that exacerbated MyPlay’s financial and business difficulties and made the filing of a bankruptcy case a necessity is the MyPlay Lease obligation of more than \$97,000.00 per month, and the behavior of MyPlay’s landlord with respect to that obligation.

**(b) The MyPlay Lease Situation**

15. In February 2016, MyPlay engaged a real estate broker to market the Premises, with the goal of identifying a replacement tenant acceptable to the Limited and Sand Associates. However, despite MyPlay's success in identifying parties interested in subleasing the Premises, the Limited made it very clear to MyPlay and MyPlay's real estate broker that Sand Associates, the prime landlord, would not consent to any replacement tenant unless the replacement tenant was a large profitable company *and* prepared to sign a new, long-term lease agreement.<sup>1</sup> The Limited's representatives also eventually directed MyPlay's real estate broker to stop marketing the MyPlay Lease.<sup>2</sup> These positions taken by the Sand Associates and the Limited effectively crippled MyPlay's efforts to identify a replacement tenant and assign or sublease the existing MyPlay Lease.

16. Despite these many challenges, MyPlay continued to try to address the lease problem outside of bankruptcy, and again approached the Limited in the hope of reaching an agreement about a consensual termination of the MyPlay Lease. MyPlay raised the possibility of negotiating the payment of a material amount of money and the return of the Premises to the Limited, a structure to which the Limited initially indicated it was amenable. Significant payment offers were then made by MyPlay, and rejected out of hand by the Limited.

17. It eventually became clear that the Limited's idea of "negotiating" about an early termination of the MyPlay Sublease was simply to demand that MyPlay pay the Limited the full amount due through the expiration date of the MyPlay Lease – an amount that the Limited put at

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<sup>1</sup> MyPlay has no privity with Sand Associates and has had no direct communications with Sand Associates.

<sup>2</sup> On May 19, 2016, the Limited sent a letter to MyPlay requesting access to the Premises so that the Limited could inspect and show the space. Currently, real estate brokers representing the Limited are the brokers on record on commercial real estate listing websites for the MyPlay space.



more than \$2.2 million -- *and* return the Premises to the Limited. Nonetheless, the parties, including the Limited, MyPlay and SONY, continued to communicate about the possibility of a negotiated resolution of the situation, until the receipt by MyPlay and SONY of a letter dated June 10, 2016 from the Limited. The letter was titled “Notice of Default,” and alleged that:

- (i) the assignment of the MyPlay Lease from SONY to MyPlay (to which the Limited and Sand Associates had consented in writing) had been rendered invalid by SONY’s sale of MyPlay;
- (ii) SONY was in violation of the use clause and had abandoned the Premises; and (iii) rent and additional rent were due for April through June.

18. MyPlay, while taken completely by surprise by the Limited’s actions, continued to act in good faith, and (despite being told by the Limited that MyPlay was not the tenant under the MyPlay Lease) immediately tendered payment of the rent and additional rent, including the late charges, interest and attorneys’ fees asserted by the Limited. The Limited responded with a letter dated June 15, 2016 titled “Notice of Continuing Default” and addressed to MyPlay, in which the Limited: (i), acknowledged receipt of the payment of \$321,172.32 – the full amount demanded by the Limited in its letter of a few days earlier; (ii) reiterated the Limited’s allegation that the consensual assignment from SONY to MyPlay was invalid and a breach of the lease<sup>3</sup>; and (iii) reiterated the Limited’s allegation that SONY had abandoned the Premises and therefore ceased to use the Premises as executive offices and a design studio.

19. MyPlay responded to the Limited by letter dated June 24, 2016, noting that there were no payment defaults under the MyPlay Lease and making it clear that the Premises had not been abandoned but rather continued to be used as MyPlay’s executive offices and meeting space, as specifically authorized by the MyPlay Lease. SONY also sent a letter dated June 24th,

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<sup>3</sup> The Limited included with its June 15<sup>th</sup> letter a copy of a letter dated March 2, 2016 from Sand Associates to the Limited about SONY’s sale of MyPlay.

a copy of which it provided to MyPlay, responding to the Limited's allegation that the assignment was invalid, and noting that there was nothing in the assignment or lease-related documents which conditioned the consent of the Limited and/or Sand Associates to the assignment upon SONY continuing to own MyPlay.

20. The next communication from the Limited was a letter dated July 11, 2016 to SONY, a copy of which was sent to the Debtor, asserting a new claim for attorneys' fees (the previous demand for attorneys' fees having been satisfied by MyPlay's payment), but not disclosing the amount of such fees. The July 11<sup>th</sup> letter also repeated the allegation that the assignment was invalid, but provided no evidence that the landlords' consent to the assignment was conditioned upon SONY continuing to own MyPlay, and repeated the allegation that SONY had abandoned the Premises.

21. Three days' later, the Limited sent a "Notice of Additional Default" to both SONY and MyPlay. The new default alleged related to a notice of mechanic's lien dated June 30, 2016, which was apparently sent by the lienholder to Sand Associates and to SONY, but not to MyPlay. The July 14<sup>th</sup> letter also asserted that the new amount owed in attorneys' fees and expenses was \$19,990.19.

22. MyPlay paid the amount asserted under the lien -- \$4,592.76 -- promptly after it became aware of the lien filing. The mechanic's lien has been terminated, and MyPlay has provided the Limited with a copy of the lien termination. The Debtor also advised the Limited in writing that (i) MyPlay contests both the validity and the reasonableness of the new demand for attorneys' fees, and requests sufficient detail to evaluate the demand, and (ii) MyPlay is not in default of any of the monetary or the non-monetary provisions of the MyPlay Lease, and that it is

troubled by the flurry of letters from the Limited, which suggest that the Limited is searching for defaults where none exist.<sup>4</sup>

23. Despite the significant challenges posed by the efforts of the Limited to de-rail the process,<sup>5</sup> MyPlay's efforts to find a new tenant for the MyPlay Lease have proven successful. MyPlay has identified a party that wants to assume the MyPlay Lease and move into the Premises as quickly as possible. This would relieve MyPlay of an extremely burdensome obligation and allow it to focus on the restructuring of its business.

**(c) Chapter 11 Goals**

24. MyPlay intends to move to assume and assign the MyPlay Lease immediately after the Petition Date. If it is able to assign the MyPlay Lease, it will be able to focus its attention and energy on the longer term issue of determining the best course for the business. MyPlay's preference would be to complete a true restructuring and negotiate a plan of reorganization with creditors, and to that end, the Debtor is already in discussions with potential sources of debtor-in-possession financing, and exit financing.

25. As of the Petition Date, the focus of the Debtor's operations is its vinyl records business, which has been optimized for the sale of existing owned inventory, the pre-release of new vinyl records and high-margin print-on-demand products. The Debtor has also been working diligently to maximize the value of its relationships in the digital media world to explore new, low-cost forms of data-driven and video marketing in order to strategically improve

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<sup>4</sup> The Debtor has asked the Limited on multiple occasions to confirm that the Limited is not in default of its obligations under the lease documents to either its affiliate, Limited Brands, Inc. or to Sand Associates, but has gotten no response to that seemingly straightforward question.

<sup>5</sup> During the early stages of the negotiations, the Limited repeatedly indicated that it was Sand Associates, the prime landlord, who was the impediment to MyPlay's efforts to find a replacement tenant to take over the MyPlay Lease. The Limited's subsequent conduct places that in doubt, but any question about who wishes to de-rail the transfer of the MyPlay Lease will be definitively answered by the Limited's actions in this Chapter 11 case.

its product offerings and net profits. MyPlay is hopeful that if the financial drain of the MyPlay Lease can be eliminated, the business may be able to generate positive cash flow by the fourth quarter of 2016. But whatever happens, the Debtor intends to do its best to stabilize its operations, and maximize value for the benefit of its estate and creditors.

### **III. INFORMATION REQUIRED BY LOCAL BANKRUPTCY RULE 1007-4**

26. It is my understanding that Local Rule 1007-4 requires certain information related to the Debtor, which is set forth below.

27. This case was not originally commenced under any other chapter of the Bankruptcy Code.

28. No committee of creditors has been formed in the case to date.

29. The Debtor is not a small business debtor within the meaning of section 101(51D) of the Bankruptcy Code.

30. As of the Petition Date, the Debtor's existing management consists of myself, and Steffen Harleib, the Debtor's President.

31. The Debtor does not have any publicly held securities.

32. None of the Debtor's property is in the possession or custody of any custodian, public officer, mortgagee, pledgee, assignee of rents, or secured creditor (but for the Debtor's warehouse discussed *supra*), or agent for any such entity. Almost all of the Debtor's assets are located within the United States, but I note that some of the Debtor's online customers place orders from the United Kingdom or other parts of Europe. The Debtor's pre-petition bank accounts are all domestic (First Republic Bank in California), though some accounts hold funds in foreign currencies.

33. As discussed above, the Debtor is a party to a nonresidential real property lease for premises 400 Lafayette Street, 2<sup>nd</sup> floor, New York, NY 10003 pursuant to a Sub-Sublease Assignment and Assumption Agreement dated February 10, 2015 between SONY and the Debtor, a sub-sublease agreement between the Limited and SONY dated December 5, 2012, and related documents. SONY is located at 550 Madison Avenue, New York, NY 10022 and the Limited is located at 7775 Walton Parkway, New Albany, Ohio 43054. The Debtor also leases space at 33 Irving Place, New York, NY 10003 pursuant to a membership agreement for community office space dated May 3, 2016 with 33 Irving Tenant LLC d/b/a WeWork. WeWork is also located at 33 Irving Place, New York, NY 10003.

34. The Debtor's books and records are primarily located online and stored through the NetSuite online service provider (contact person: jeremy@popmarket.com). Certain other business records are located at its premises on Irving Place and its premises on Lafayette Street.

35. To the best of my knowledge, there are no secured claims against the Debtor, but for the claim of the Debtor's warehouse, discussed *supra*.

36. **Schedule 1**, annexed hereto, lists the 20 largest unsecured claims against the Debtor as of the Petition Date, exclusive of claims of insiders, and for each, the name of the claimant, address, telephone number, contact person, amount of the claims and whether the claim is contingent, unliquidated, disputed or partially secured.

37. **Schedule 2, annexed** hereto, is a summary of the Debtor's assets and liabilities as of the Petition Date.

38. **Schedule 3**, annexed hereto, is a list of the nonresidential real property leases to which the Debtor is a party.

39. **Schedule 4**, annexed hereto, lists the nature and present status of every action or proceeding, pending or threatened against the Debtor or its property, where a judgment against the Debtor or seizure of its property may be imminent, including case number, court, and the name and address of the counter-party and its counsel, if any.

40. It is estimated that the Debtor's salaries for its employees (exclusive of officers and directors) for the thirty (30) day period following the Petition Date will total approximately \$49,836.76.

41. It is estimated that salaries for the Debtor's officers and directors for the thirty (30) day period following the Petition Date will total approximately \$23,076.92.

41. **Schedule 5**, annexed hereto, is a summary of the Debtor's estimated cash receipts and cash disbursements for the thirty (30) day period following the Petition Date.

42. The Debtor will submit the following motions on or shortly after the Petition Date:

- (a) Debtor's Motion of the Debtor for an Order Authorizing Payment of Pre-Petition Accrued Employee Wages, Salaries, Expenses and Related Taxes and Payment of Employee Benefits;
- (b) Debtor's Motion for an Order Pursuant to Section 105(a) of the Bankruptcy Code Authorizing (I) Use of Existing Business Forms and Records; (II) Limited Maintenance of Existing Corporate Bank Accounts; and (III) Maintenance of Cash Management System;
- (c) Debtor's Motion for an Order Authorizing the Debtor to Pay, in the Ordinary Course of Business, the Prepetition Secured Claims of Its Warehouser;
- (d) Motion for an Order (I) Authorizing the Debtor to Obtain Post-Petition Secured Financing; (II) Modifying the Automatic Stay; and (III) Scheduling a Final Hearing;
- (e) Debtor's Application for Entry of an Order Authorizing the Retention of Halperin Battaglia Benzija, LLP as Bankruptcy Counsel to the Debtor, Nunc Pro Tunc to the Petition Date; and
- (f) Debtor's Motion for the Entry of an Order, Pursuant to Section 365 of the Bankruptcy Code Authorizing it to Assume and Assign a Certain Non-Residential

Real Property Lease, (premises located at 400 Lafayette Street, New York, NY 10003).

43. Notwithstanding anything to the contrary contained in this Declaration or any schedule annexed hereto, nothing in this Declaration or any schedule is intended to be, or should be construed as, an admission with respect to (a) the liability for the amount of, the enforceability of or the validity of any claim, (b) the existence, validity, enforceability, or perfection of any lien, mortgage, charge, pledge or other grant of security for any claim or (c) the proper characterization of any transaction or financing as a sale or financing.

44. The Debtor reserves the right to amend or supplement any of the attached schedules in the event additional information is obtained by the Debtor.

Dated: New York, New York  
August 25, 2016

MYPLAY DIRECT, INC.  
Debtor and Debtor-in-Possession

By: /s/ Jeremy Bernstein  
Name: Jeremy Bernstein  
Title: Interim Chief Financial Officer

I, Jeremy Bernstein, am the Interim Chief Financial Officer of MyPlay Direct, Inc. I hereby under the penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information and belief.

/s/ Jeremy Bernstein

**Schedule 1**



**Fill in this information to identify the case:**

Debtor name **MyPlay Direct, Inc.**  
United States Bankruptcy Court for the: **SOUTHERN DISTRICT OF NEW YORK**  
Case number (if known): \_\_\_\_\_

☐ Check if this is an  
amended filing

**Official Form 204**

**Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
UMGD 3905 Vincennes Road, Suite 400 Indianapolis, IN 46268	John Kahlow john.kahlow@umusic.com					\$514,685.95
Sony Music Entertainment PO Box 28571 New York, NY 10087	Neil Carfora neil.carfora@sonymusic.com		Contingent Disputed			\$399,020.56
AETN 235 E 45th Street Attn: Pres or Gen Counsel New York, NY 10017	Jill Tully jill.tully@aenetworks.com		Disputed			\$375,000.00
Amazon Web Services LLC (ACH) PO BOX 84023 Seattle, WA 98124-8423	Vinoda Mukku aws-receivables-support@email.amazon.com					\$248,578.94
ADOBE SYSTEMS INCORPORATED 75 Remittance Drive Suite 1025 Chicago, IL 60675	Ginger Craft gcraft@adobe.com					\$237,510.00
SONY DADC UK LTD Southwater Busin Pk, Worthing Rd Southwater, West Sussex RH13	Ian Harper ian.harper@sonydata.com		Contingent Disputed			\$133,627.56
Hinduja Global Solutions 4355 Weaver Parkway, Suite 310 Warrenville, IL 60555	Gopal K. Gumadavalli gopal.gumadavalli@teamhgs.com					\$76,645.16

Debtor **MyPlay Direct, Inc.**  
Name

Case number (if known)

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services,	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
Mountain State Software 1884 Kabletown Rd Charles Town, WV 25414	Pete Kolocuris petek@ms3-inc.com		Disputed			\$76,065.00
SONY MUSIC ENT INT'L Am Ölbach 19 33334 Gütersloh, Germany	Andreas Druecker andreas.druecker@bertelsmann.de		Contingent Disputed			\$72,491.68
PROVIDENT DISTRIBUTION LLC 741 Cool Springs Blvd. Franklin, TN 37067	Lori Lott lori.lott@pmgsony.com					\$62,298.49
Alliance Entertainment 1401 NW 136th Ave, Ste 100 Fort Lauderdale, FL 33323	Beth Singer beth.singer@aent.com					\$57,402.73
Stream20 5201 Great America Pkwy Suite 320 Santa Clara, CA 95054	Jie Feng jie.feng@stream20.co.uk					\$55,873.43
2 Entertain Television Center 101 Wood Lane, London W12 7FA	Eliska Brizgalova eliska.brizgalova@sonyadc.com					\$55,279.39
EDR & Associates, Inc 5 Partridge Lane Guilford, CT 06437-1328	Eileen Reader edr@edrinc.net					\$46,108.50
WEA Special Markets 32253 Collection Center Dr. Chicago, IL 60693	Uma Patil uma.patil@wmg.com					\$45,640.73
AMC 5000 N. Parkway Calabasas, #210 Attn: Pres or Gen Counsel Calabasas, CA 91302	Russell Binder russell@strikerent.com					\$41,006.32

Debtor **MyPlay Direct, Inc.**  
Name

Case number (if known)

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services,	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
Sony Pictures Television 10202 W. Washington Blvd. Jack Cohn Bldg. Ste 3167 Culver City, CA 90232	Christopher Lucero christopher_lucero@spe.sony.com		Contingent Disputed			\$38,472.57
Jakprints Inc 3133 Chester Ave. Cleveland, OH 44114	Julie McClain jumcclain@jakprints.com					\$29,637.26
RED Music-SonyMusicEntertainmt P.O. Box 28571 Attn: Pres. or Gen. Counsel New York, NY 10087	Neil Carfora neil.carfora@sonymusic.com		Contingent Disputed			\$29,027.21
MERIDIAN INTERNATL VAT CONSULT Level 8, Westgate House Westgate, London W5 1YY UK	Sonata Zelionyte Sonata.Zelionyte@meridianglobalservices.com					\$28,792.00

**Schedule 2**

**Balance Sheet as of 8/25/2016**

Cash Balance	\$24,796
Receivables	\$308,000
Inventory Return	\$86,973
Inventory	\$881,433
Total Assets	\$1,301,202
Lease Obligation	(\$1,600,000)
A&E Payables	(\$375,000)
UMG Payables	(\$516,303)
Other Payables	(\$2,294,113)
Total Liabilities	(\$4,136,749)
<b>NET BALANCE</b>	<b>(\$2,835,547)</b>

**Schedule 3**

**Nonresidential Real Property Leases**

Location Address	Landlord Name & Address
400 Lafayette Street, 2 <sup>nd</sup> Floor New York, NY 10003	Debtor is subtenant (by assignment from SONY DADC US Inc.) to:  Limited Stores, LLC PO Box 182674 Columbus, OH 43218-2674  - With notice copy to –  Limited Stores Lease Services 52 Westerville Square Shopping Center PMB #275 Westerville, OH 43081  Prime Landlord:  Sand Associates 400 Lafayette Street New York, NY 10003
33 Irving Place, 3 <sup>rd</sup> Floor New York, NY 10003	33 Irving Tenant LLC b/d/a WeWork 33 Irving Place New York, NY 10003 WeWork Membership Agreement (community office space agreement)

**Schedule 4**  
Pending Litigation

Case Name	Case Number	Court	Plaintiff's Counsel
None.			

**Schedule 5**



## 13 Week Cash Flow

August 24, 2016

Week:	1	2	3	4
	8/26/16	9/2/16	9/9/16	9/16/16

### SUMMARY

Collections	\$42,909	\$52,500	\$55,125	\$57,881
<b>Operating Expenses</b>				
Cost of Sales	(\$11,798)	(\$9,870)	(\$11,438)	(\$12,010)
Payroll & Benefits	\$0	(\$54,000)	\$0	(\$38,000)
Rent	\$0	(\$111,000)	\$0	\$0
Platform	\$0	(\$27,000)	\$0	\$0
Insurance	\$0	(\$9,000)	\$0	\$0
Warehousing	\$0	(\$6,000)	\$0	\$0
Legal	\$0	\$0	\$0	(\$1,000)
Consultants	(\$16,000)	(\$10,500)	\$0	(\$18,000)
Office Supplies & Misc.	\$0	(\$1,000)	\$0	(\$1,000)
<b>Total Operating Expenses</b>	<b>(\$27,798)</b>	<b>(\$228,370)</b>	<b>(\$11,438)</b>	<b>(\$70,010)</b>

**Exhibit B**

**RESOLUTIONS ADOPTED BY THE SOLE MEMBER  
OF THE BOARD OF DIRECTORS OF MYPLAY DIRECT, INC.**

The undersigned, being the sole director of MyPlay Direct, Inc., a Delaware corporation (the "Company"), hereby consents to the adoption of the following resolutions taking or authorizing the actions specified:

RESOLVED, that the filing by the Company of a petition for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York is hereby authorized; it is

FURTHER RESOLVED, that the Company be and it hereby is authorized to execute a petition for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York; it is

FURTHER RESOLVED, that any officer of the Company be, and (s)he hereby is, authorized and directed to execute and file as officer of the Company a petition for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York; it is

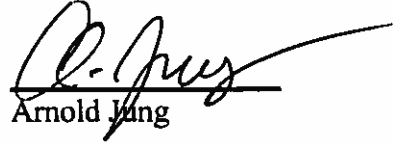
FURTHER RESOLVED, that any officer of the Company be, and (s)he hereby is, authorized and directed, on behalf of the Company, to execute and deliver all necessary documents so that the Company may enter into a debtor-in-possession financing facility and/or a cash collateral facility; it is

FURTHER RESOLVED, that any officer of the Company be, and (s)he hereby is, authorized and directed, on behalf of the Company, to retain the law firm of Halperin Battaglia Benzija, LLP, as bankruptcy counsel to the Company, to render legal services to, and to represent, the Company in connection with such proceeding and other related matters in connection therewith, on such terms as such officer shall approve; it is

FURTHER RESOLVED, that any officer of the Company be, and (s)he hereby is, authorized and directed, on behalf of the Company, to retain other professional persons, advisors and consultants to the Company, including but not limited to financial advisors, to render services to the Company in connection with such proceeding, general operation of the business, and other related matters in connection therewith, on such terms as such officer shall approve; it is

FURTHER RESOLVED, that all acts lawfully done or actions lawfully taken by any officer or officers of the Company in connection with the reorganization of the Company or any matter related thereto, or by virtue of these resolutions are hereby in all respects ratified, confirmed and approved.”

Dated: August 23, 2016

  
Arnold Jung

**Exhibit C**

**United States Bankruptcy Court  
Southern District of New York**

In re **MyPlay Direct, Inc.**

Debtor(s)

Case No.  
Chapter

**11**

**LIST OF EQUITY SECURITY HOLDERS**

Following is the list of the Debtor's equity security holders which is prepared in accordance with rule 1007(a)(3) for filing in this Chapter 11 Case

Name and last known address or place of business of holder	Security Class	Number of Securities	Kind of Interest
<b>MyPlay Acquisition LLC</b> <b>900 Third Avenue, 19th Floor</b> <b>c/o Columbus Nova</b> <b>New York, NY 10002</b>	<b>100% owner</b>		

**DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP**

I, the **Interim Chief Financial Officer** of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

Date **August 25, 2016**

Signature **/s/ Jeremy Bernstein**  
**Jeremy Bernstein**

*Penalty for making a false statement of concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
18 U.S.C. §§ 152 and 3571.*

**Exhibit D**

**United States Bankruptcy Court  
Southern District of New York**

In re **MyPlay Direct, Inc.**

Debtor(s)

Case No.

Chapter

**11**

**CORPORATE OWNERSHIP STATEMENT (RULE 7007.1)**

Pursuant to Federal Rule of Bankruptcy Procedure 7007.1 and to enable the Judges to evaluate possible disqualification or recusal, the undersigned counsel for **MyPlay Direct, Inc.** in the above captioned action, certifies that the following is a (are) corporation(s), other than the debtor or a governmental unit, that directly or indirectly own(s) 10% or more of any class of the corporation's(s') equity interests, or states that there are no entities to report under FRBP 7007.1:

☒ None [*Check if applicable*]

**August 25, 2016**

Date

**/s/ Alan D. Halperin**

**Alan D. Halperin**

Signature of Attorney or Litigant  
Counsel for **MyPlay Direct, Inc.**

**Halperin Battaglia Benzija, LLP**

**40 Wall Street**

**37th Floor**

**New York, NY 10005**

**(212) 765-9100 Fax:(212) 765-0964**



**Exhibit E**

2 ENTERTAIN  
TELEVISION CENTER  
101 WOOD LANE, LONDON W12 7FA

33 IRVING TENANT LLC  
D/B/A WEWORK  
33 IRVING PLACE  
NEW YORK, NY 10003

A CROWDED COOP  
14253 169TH DR SE SUITE #147  
MONROE, WA 98272

A&E TELEVISION NETWORKS, LLC  
235 E 45TH STREET  
NEW YORK, NY 10017

ABBY SHOT CLOTHIERS LIMITED  
75 BARBOUR DRIVE  
MOUNT PEARL, NL A1N 2X3

ABLE BUILDING SERVICES LLC  
280 MADISON AVE, SUITE 710  
NEW YORK, NY 10016

ACROSS THE PUDDLE  
349 SPYGLASS DR  
RIO VISTA, CA 94571

ADOBE SYSTEMS INCORPORATED  
75 REMITTANCE DRIVE SUITE 1025  
CHICAGO, IL 60675

ADOBE SYSTEMS, INC.  
550 E TIMPANOGOS CIR  
OREM, UT 84097

AEC DIRECT, LLC  
1401 NW 136TH AVE, STE 100  
ATTN: GEORGE CAMPAGNA, CFO  
FORT LAUDERDALE, FL 33323

AETN  
235 E 45TH STREET  
ATTN: PRES OR GEN COUNSEL  
NEW YORK, NY 10017

AFGO MECHANICAL SERVICES  
36-14 32ND STREET  
LONG ISLAND CITY, NY 11106

AIR MTM

AKAMAI TECHNOLOGIES, INC.  
PO BOX 26590  
NEW YORK, NY 10087

ALERT LOGIC  
75 REMITTANCE DRIVE SUITE 6693  
CHICAGO, IL 60675

ALLIANCE ENTERTAINMENT  
1401 NW 136TH AVE, STE 100  
FORT LAUDERDALE, FL 33323

AMAZON WEB SERVICES LLC (ACH)  
PO BOX 84023  
SEATTLE, WA 98124-8423

AMC  
5000 N. PARKWAY CALABASAS, #210  
ATTN: PRES OR GEN COUNSEL  
CALABASAS, CA 91302

AMC FILM HOLDINGS LLC  
11 PENN PLAZA  
NEW YORK, NY 10011

AMERICAN CLASSICS APPAREL, INC  
339 COUNTY ROAD 591  
HANCEVILLE, AL 35077

ARTIST SERIES GUITAR, INC.  
1415 REVERE DR  
FULLERTON, CA 92831

AT&T  
PO BOX 1809  
ATTN: PRES OR GEN COUNSEL  
PARAMUS, NJ 07653

ATTASK, INC.  
3301 THANKSGIVING WAY  
#100, ATTN: PRESIDENT OR LEGAL  
LEHI, UT 84043

AUTOMATIC DATA PROCESSING LTD.  
SYWARD PL, PYRCROFT RD.  
CHERTSEY,SURREY KT169JT

AXIS ENTERPRISES, INC.  
8 WEST 38TH STREET, 3RD FL.  
NEW YORK, NY 10018

AXIS PROMOTIONS  
8 W 38TH ST., 3RD FL.  
NEW YORK, NY 10018

AZUKI SYSTEMS, INC.  
43 NAGOG PARK  
ACTON, MA 01720

BANDPAGE  
334 BRANNAN STREET  
ATTN: PRES OR GEN COUNSEL  
DALY CITY, CA 94017

BANDPAGE, INC.  
334 BRANNAN STREET  
SAN FRANCISCO, CA 94107

BEARDO  
139 GRAND RIVER ST. N. PARIS  
ATTN: PRES OR GEN COUNSEL  
ONTARIO N3L1Z5

BELGIUM VAT AUTHORITY  
LEVEL 8, WESTGATE HOUSE  
LONDON W5 1YY

BERKSHIRE HALTHAWAY GUARD INS.  
P.O. BOX A-H  
ATTN: PRES OR GEN COUNSEL  
WILKES BARRE, PA 18703

BIOWORLD EUR  
MOLENWERF 23  
1911DB UITGEEST, NETHERLANDS

BRIGHTCOVE, INC.  
290 CONGRESS ST., 4TH FL.  
ATTN: PRESIDENT OR LEGAL  
BOSTON, MA 02210

BROADVIEW NETWORKS  
P.O BOX 9242  
UNIONDALE, NY 11555

CARLISLE CO.  
PO BOX 9878  
ROSEVILLE, CA 95678

CDW ELECTRONICS

CHANGES  
88-36 77 AVENUE  
RIDGEWOOD, NY 11385

CITICORP CREDIT SERVICES, INC.  
ONE COURT STREET  
ATTN: PRESIDENT OR LEGAL  
LONG ISLAND CITY, NY 11120

CLOUDABILITY  
718 SW ALDER ST., SUITE 300  
PORTLAND, OR 97205

COLUMBIA TRISTAR MARKETING GRP  
10202 WEST WASHINGTON BLVD  
CULVER CITY, CA 90232

CONVERGYS INTERNATIONAL EUROPE  
KABELWEG 43  
1014 BA AMSTERDAM NETHERLANDS

COOK & BECKER  
DAMRAK 68-5A  
1012LM AMSTERDAM NETHERLANDS

CORBIS ENTERTAINMENT  
250 HUDSON ST  
NEW YORK, NY 10013

CROWN MEDIA UNITED STATES, LLC  
12700 VENTURA BLVD  
ATTN: CHAD HARRIS  
STUDIO CITY, CA 91604

CTI TEKSOURCE  
PO BOX 75343  
CHICAGO, IL 60675-5343

CYBER SOURCE CORPORATION  
PO BOX 742842  
LOS ANGELES, CA 90074

DARK HORSE COMICS  
10956 SE MAIN STREET  
PORTLAND, OR 97222

DAS HORN LLC  
P.O. BOX 36-20320  
NEW YORK, NY 10129

DEMON MUSIC GROUP LIMITED  
101 WOOD LANE  
BBC WW LTD TV CENTRE  
LONDON W12 7FA

E-NOR  
3000 SCOTT BLVD., STE 216  
SANTA CLARA, CA 95054

E-NOR, INC.  
3000 SCOTT BLVD., SUITE #216  
SANTA CLARA, CA 95054

E-NOR, INC.  
3000 SCOTT BLVD., SUITE #216  
SANTA CLARA, CA 95054

EASTRIDGE WORKFORCE SOLUTIONS  
SECURE TALENT INC  
P.O BOX 843208  
LOS ANGELES, CA 90084

EDR & ASSOCIATES, INC  
5 PARTRIDGE LANE  
GUILFORD, CT 06437-1328

EIDE BAILLY  
5929 FASHION POINT DR.  
STE 300  
OGDEN, UT 84403

EIDE BAILLY LLP  
5929 FASHION PT DR., STE. 300  
OGDEN, UT 84403

ENTERTAINMENT ONE  
P.O BOX 5962  
ATTN: PRES OR GEN COUNSEL  
NEW YORK, NY 10087

ERIC SEILER, ESQ. (RE: SONY)  
FRIEDMAN KAPLAN SEILER ET AL.  
7 TIMES SQUARE  
NEW YORK, NY 10036

ESSENTIAL ARTIST SERVICES  
P.O. BOX 415000  
NASHVILLE, TN 37241

EVERYTHING LEGWEAR  
2211 HAWKS LANDING  
FAYETTEVILLE, AR 72704

FEDEX  
P.O BOX 371461  
ATTN: PRES OR GEN COUNSEL  
PITTSBURGH, PA 15250

FIRST UNUM LIFE INSURANCE CO.

FRAGOMEN, DEL REY, BERNSEN  
75 REMITTANCE DR.  
SUITE 6072  
CHICAGO, IL 60675

FREEWHEEL MEDIA, INC.

FRIEDMAN KAPLAN SEILER ET AL.  
RE: SONY CORP OF AMERICA  
1 GATEWAY CENTER  
NEWARK, NJ 07102-5311

FUNKO  
P.O. BOX 677876  
DALLAS, TX 75267

GERMANY VAT AUTHORITY  
LEVEL 8, WESTGATE HOUSE  
LONDON W5 1YY

GLOBAL COLLECT SERVICES BV  
PLANETENWEG 43-59, 2132 HM  
HOOFDDORP NETHERLANDS

GOLD LABEL GOODS, LLC  
3060 EL CERRITOPLAZA, #342  
EL CERRITO, CA 94530

GOOGLE  
1600 AMPHITHEATRE PKWY  
MOUNTAIN VIEW, CA 94043

GRAEME MCCOLM  
1.15 OXO TOWER WHARF,  
BARGE HOUSE, LONDON SE1 9PH

HACHETTE BOOK GROUP  
PO BOX 8828  
JFK STATION  
BOSTON, MA 02114

HINDUJA GLOBAL SOLUTIONS  
4355 WEAVER PARKWAY, SUITE 310  
WARRENVILLE, IL 60555



HYBRID APPAREL  
10711 WALKER STREET  
CYPRESS, CA 90630

INSIGHT EDITIONS L.P.  
800 A STREET, SUITE B  
SAN RAFAEL, CA 94901

IPSOFT  
17 STATE ST, 14TH FL  
NEW YORK, NY 10004

IRELAND VAT AUTHORITY  
LEVEL 8, WESTGATE HOUSE  
LONDON W5 1YY

ITV STUDIOS, INC.  
609 GREENWICH STREET, 9TH FL  
NEW YORK, NY 10014

JAKPRINTS INC  
3133 CHESTER AVE.  
CLEVELAND, OH 44114

JAZZ AT LINCOLN CENTER  
3 COLUMBUS CIRCLE, 12TH FL.  
NEW YORK, NY 10019

JAZZ AT LINCOLN CENTER  
3 COLUMBUS CIRCLE, 12 FL  
NEW YORK, NY 10019

JFROG, INC.  
3945 FREEDOM CIRCLE  
ATTN: PRESIDENT OR LEGAL  
SANTA CLARA, CA 95054

JJS ENTERPRISES LLC  
9457 LAKE WASHINGTON BLVD NE  
ATTN: PRES OR GEN COUNSEL  
BELLEVUE, WA 98004

JUAN PATINO  
415 WEST 52ND ST. SUITE #2A  
NEW YORK, NY 10019

JUST FUNKY LLC  
201 E LIBERTY STREET 2ND FLOOR  
WOOSTER, OH 44691

KING.COM LTD - ARAGON BUS. CTR  
LV 4, DRAGONARA RD. ST JULIANS  
STJ3140 MALTA

KONTRABAND LTD.  
STUDIO D, UNIT 4 , THANE WORKS  
LONDON, N7 7NU

KRAUTER & COMPANY  
1350 AVE OF THE AMERICAS  
18TH FLOOR  
NEW YORK, NY 10019

LEGENDARY PICTURES PRODUCTIONS  
2900 W ALAMEDA AVE, STE 1500  
ATTN: D. FRIEDMAN OR LEGAL  
BURBANK, CA 91505

LIMITED STORES LEASE SERVICES  
52 WESTERVILLE SQ. SHOPPINGCTR  
PMB #275  
WESTERVILLE, OH 43081

LIMITED STORES, LLC  
PO BOX 182674  
ATTN: LEGAL  
COLUMBUS, OH 43218-2674

LIMITED STORES, LLC  
PO BOX 182674  
ATTN: LEGAL  
COLUMBUS, OH 43218-2674

LIONS GATE ENTERTAINMENT INC.  
2700 COLORADO AVE.  
ATTN: D FRIEDMAN OR LEGAL  
SANTA MONICA, CA 90404

LUIZ FELIPE PEREIRA  
2901 S.SEPULVEDA BLVD.  
APT 240  
LOS ANGELES, CA 90064

MARKMONITOR, INC.  
P.O. BOX 71398  
CHICAGO, IL 60694-1398

MBLOX  
1100 ABERNATHY RD  
500 NORTHPARK TOWNCTR, STE1200  
ATLANTA, GA 30328

MBLOX INC.  
1100 ABERNATHY ROAD, SUITE1200  
500 NORTHPARK TOWNCENTER  
ATLANTA, GA 30328

MCFARLANE TOYS  
1711 W GREENTREE DR., STE 212  
TEMPE, AZ 85284

MERIDIAN INTERNATL VAT CONSULT  
LEVEL 8, WESTGATE HOUSE  
WESTGATE, LONDON W5 1YY UK

MERIDIAN INTL VAT CONSULTING  
LEVEL 8, WESTGATE HOUSE  
WESTGATE, LONDON W5 1YY

MGM

MGM CONSUMER PRODUCTS  
245 N. BEVERLY DRIVE  
ATTN: FINANCE OR LEGAL  
BEVERLY HILLS, CA 90210

MGM CONSUMER PRODUCTS  
245 N. BEVERLY DRIVE  
ATTN: FINANCE OR LEGAL  
BEVERLY HILLS, CA 90210

MICHAEL R. YELLIN, ESQ  
COLE SCHOTZ P.C., CT PLAZA N.  
25 MAIN ST, BOX 800  
HACKENSACK, NJ 07602-0800

MIMIMI PRODUCTIONS UG  
BERG-AM-LAIM-STRAÙE  
64 81673 MÜNCHEN GERMANY

MORPHOGENIC CORPORATION  
PO BOX 110498  
ATTN: ALEX AGRANOV  
BROOKLYN, NY 11211

MOUNTAIN STATE SOFTWARE  
1884 KABLETOWN RD  
CHARLES TOWN, WV 25414

MPS (MACMILLIAN PUBLISHERS)  
16365 JAMES MADISON HIGHWAY  
GORDONSVILLE, VA 22942

MS3  
1884 KABLETOWN RD  
CHARLES TOWN, WV 25414

MSG HOLDINGS, L.P.  
2 PENNSYLVANIA PLAZA, 14TH FL  
NEW YORK, NY 10121

MSG HOLDINGS, L.P.  
2 PENNSYLVANIA PLAZA, 14TH FL  
NEW YORK, NY 10121

MSL GROUP  
2001 THE EMBARCADERO  
SAN FRANCISCO, CA 94133

MSLGROUP AMERICAS, INC.  
2001 THE EMBARCADERO  
SAN FRANCISCO, CA 94133

MULESOFT, INC.  
77 GEARY STREET, SUITE 400  
ATTN: PRESIDENT OR LEGAL  
SAN FRANCISCO, CA 94108

NATL ENTERTAINMENT COLLECTIBLE  
603 SWEETLAND AVE.  
ATTN: PRES OR GEN COUNSEL  
HILLSIDE, NJ 07205

NETHERLANDS VAT AUTHORITY  
LEVEL 8, WESTGATE HOUSE  
WESTGATE, LONDON W5 1YY

NETSUITE INC.  
2955 CAMPUS DRIVE, SUITE 100  
ATTN: GENERAL COUNSEL  
SAN MATEO, CA 94403

NEUSTAR, INC.  
21575 RIDGETOP CIRCLE  
STERLING, VA 20166

NOREX, INC.  
5505 COTTONWOOD LANE  
PRIOR LAKE, MN 55372

NORTH AMERICAN BEAR CO.  
120 W 35TH ST.  
CHICAGO, IL 60609

NORTHPOINT SOLUTIONS LLC  
130 WEST 42ND STREET  
ATTN: JEFFREY PENNER OR LEGAL  
NEW YORK, NY 10036

OLD MODERN HANDICRAFTS  
19449 E WALNUT DR.  
ROWLAND HEIGHTS, CA 91748

PEANUTS WORLDWIDE LLC  
1450 BROADWAY  
ATTN; ASSOC GENERAL COUNSEL  
NEW YORK, NY 10018

PHILLIPS, ERLEWINE, GIVEN ETAL  
39 MESA STREET, SUITE 201  
SAN FRANCISCO, CA 94129

POLYPHONIC PRODUCTIONS, LLC  
37-17 84TH STREET, #31  
ATTN: GENERAL COUNSEL  
JACKSON HEIGHTS, NY 11372

POW! ENTERTAINMENT, INC.  
9440 SANTA MONICA BLVD  
SUITE 620  
BEVERLY HILLS, CA 90210

PROPELLER INDUSTRIES  
50 FRANCISCO STREET, STE 130  
ATTN: GENERAL COUNSEL  
SAN FRANCISCO, CA 94133

PROVIDENT DISTRIBUTION LLC  
741 COOL SPRINGS BLVD.  
FRANKLIN, TN 37067

PYRAMID AMERICA  
1 HAVEN AVENUE  
ATTN: PRES OR GEN COUNSEL  
MOUNT VERNON, NY 10553

RACKSPACE  
P.O BOX 730759  
ATTN: PRES OR GEN COUNSEL  
DALLAS, TX 75373

RAKUTEN MARKETING LLC  
P. O. BOX 415613  
BOSTON, MA 02241-5613

RAKUTEN MEDIAFORGE  
P. O. BOX 415613  
BOSTON, MA 02241-5613

RED MUSIC-SONYMUSICENTERTAINMT  
P.O. BOX 28571  
ATTN: PRES. OR GEN. COUNSEL  
NEW YORK, NY 10087

RETURN PATH, INC.  
3 PARK AVENUE, 41ST STREET  
ATTN: PRES OR GEN COUNSEL  
NEW YORK, NY 10016

RIGHT SCALE  
402 E GUTIERREZ ST  
SANTA BARBARA, CA 93101

ROBLOX  
60 EAST 3RD ST #301  
ATTN: PRES OR GEN COUNSEL  
SAN MATEO, CA 94401

ROCKLOVE JEWELRY  
PO BOX 10500  
STATEN ISLAND, NY 10301

SENDGRID, INC.  
1401 WALNUT STREET, STE 500  
ATTN: PRES OR GEN COUNSEL  
BOULDER, CO 80302

SHAWN GREGG LLC  
1655 FLATBUSH AVE, B1401  
ATTN: SHAWN GREGG  
BROOKLYN, NY 11210

SHI  
P.O. BOX 952121  
DALLAS, TX 75395-2121

SHOUT FACTORY  
2034 ARMACOST AVE  
FIRST FLOOR  
LOS ANGELES, CA 90025

SMARTLING  
1375 BROADWAY 14 FLOOR  
NEW YORK, NY 10018

SMARTLING, INC.  
1375 BROADWAY, 14TH FL.  
NEW YORK, NY 10018

SNEAK ATTACK MEDIA  
118 E 28TH STREET, #301  
ATTN: M. WANDNER  
NEW YORK, NY 10016

SONY COMPUTER ENT EUROPE LTD  
10 GREAT MARLBOROUGH STREET  
LONDON, W1F 7LP

SONY CORPORATION OF AMERICA  
25 MADISON AVE., 26TH FL.  
ATTN: D. PRZYGODA, P. KIM  
NEW YORK, NY 10010

SONY CORPORATION OF AMERICA  
REAL ESTATE DEPT. (ATTN: VP)  
550 MADISON AVE.  
NEW YORK, NY 10022

SONY CORPORATION OF AMERICA  
550 MADISON AVE.  
ATTN: LEGAL DEPARTMENT  
NEW YORK, NY 10022

SONY DADC

SONY DADC UK LTD  
SOUTHWATER BUSIN PK, WORTHINGRD  
SOUTHWATER, WEST SUSSEX RH13

SONY GLOBAL TREASURY  
15TH FL., AVIVA TOWER  
ST. HELENS, 1 UNDERSHAFT  
LONDON EC3A 8NP

SONY MUSIC  
P.O. BOX 28571  
ATTN: PRES OR GEN COUNSEL  
NEW YORK, NY 10087

SONY MUSIC ENT INT'L  
AM ÖLBACH 19  
33334 GÜTERSLOH, GERMANY

SONY MUSIC ENTERTAINMENT  
PO BOX 28571  
NEW YORK, NY 10087



SONY MUSIC ENTERTAINMENT  
P.O BOX 28571  
NEW YORK, NY 10087

SONY PICTURES CONSUMER PRODS.  
10202 W WASHINGTON BLVD  
ATTN: PRES OR GEN COUNSEL  
CULVER CITY, CA 90232

SONY PICTURES CONSUMER PRODS.  
10202 W WASHINGTON BLVD  
ATTN: PRES OR GEN COUNSEL  
CULVER CITY, CA 90232

SONY PICTURES CONSUMER PRODS.  
10202 W WASHINGTON BLVD  
ATTN: PRES OR GEN COUNSEL  
CULVER CITY, CA 90232

SONY PICTURES CONSUMER PRODS.  
10202 W WASHINGTON BLVD  
ATTN: PRES OR GEN COUNSEL  
CULVER CITY, CA 90232

SONY PICTURES CONSUMER PRODS.  
10202 W. WASHINGTON BLVD  
ATTN: SVP GLOBAL CONS PRODS  
CULVER CITY, CA 90232

SONY PICTURES CONSUMER PRODS.  
10202 W WASHINGTON BLVD  
ATTN: PRES OR GEN COUNSEL  
CULVER CITY, CA 90232

SONY PICTURES HOME ENTERTAINMT  
PO BOX 120001  
DEPT 0648  
DALLAS, TX 75312

SONY PICTURES TELEVISION  
10202 W. WASHINGTON BLVD.  
JACK COHN BLDG. STE 3167  
CULVER CITY, CA 90232

SONY PICTURES TELEVISION INC.  
10202 W WASHINGTON BLVD  
ATTN: PRES OR GEN COUNSEL  
CULVER CITY, CA 90232

SONY PICTURES TELEVISION INC.  
10202 W WASHINGTON BLVD  
ATTN: PRES OR GEN COUNSEL  
CULVER CITY, CA 90232

SPAIN VAT AUTHORITY  
LEVEL 8, WESTGATE HOUSE  
LONDON W5 1YY

SPUN CANDY LTD  
49 BEDFORD STREET  
LONDON WC2E 9HA

STAPLES  
DEPT NY P.O BOX 415256  
ATTN: PRES OR GEN COUNSEL  
BOSTON, MA 02241

STAR\*GIFTS.COM  
REDLAND ROAD, BRISTOL  
BS6 6YE UNITED KINGDOM

STARZ

STREAM20  
5201 GREAT AMERICA PKWY  
SUITE 320  
SANTA CLARA, CA 95054

STREAM:20, LLC  
5201 GREAT AMERICA PKWY  
SUITE 320  
SANTA CLARA, CA 95054

TERVIS  
P.O BOX 742714  
ATLANTA, GA 30374

THE JIM HENSON COMPANY, INC.  
1416 N LABREA AVE  
ATTN: PRES OR GEN COUNSEL  
LOS ANGELES, CA 90028

THE JIM HENSON COMPANY, INC.  
1416 N LABREA AVE  
ATTN: PRES OR GEN COUNSEL  
LOS ANGELES, CA 90028

THE LIMITED  
7775 WALTON PKWY, STE 400  
NEW ALBANY, OH 43054

THE OFFICIAL UK CHARTS COMPANY  
RIVERSIDE BLDG, COUNTY HALL  
WESTMINSTER BRIDGE RD, LONDON  
SE1 7JA

THE OFFICIAL UK CHARTS COMPANY  
RIVERSIDE BLDG, COUNTY HALL  
WESTMINSTER BRIDGE RD, LONDON  
SE1 7JA

THE ORCHARD  
23 E 4TH STREET 3RD FLOOR  
NEW YORK, NY 10003

THE WEINSTEIN COMPANY LLC  
9100 WILSHIRE BLVD, STE 700W  
ATTN: PRES OR GEN COUNSEL  
BEVERLY HILLS, CA 90212

THREEZERO (HONG KONG) LIMITED  
FLAT A 3/F, 169 WAI YIP ST.  
KWUN TONG, KLN ,HONG KONG

TICKETMASTER UK LIMITED  
2ND FL REGENT ARCADE HOUSE  
19-25 ARGYLL ST., LONDON  
W1F 7TS

TIME WARNER CABLE  
41-61 KISSENA BLVD  
FLUSHING, NY 11355

TIME WARNER CABLE BUS. CLASS A  
41-61 KISSENA BLVD  
FLUSHING, NY 11355

TRENDS INTERNATIONAL  
P.O. BOX 347285  
ATTN: PRES OR GEN COUNSEL  
PITTSBURGH, PA 15251

UMGD  
3905 VINCENNES ROAD, SUITE 400  
INDIANAPOLIS, IN 46268

UNITED HEALTHCARE  
DEPT. CH 10151  
PALATINE, IL 60055

UNIVERSAL STUDIOS LICENSING  
401 COMMERCE STREET  
NASHVILLE, TN 37219

UPS  
28013 NETWORK PLACE  
CHICAGO, IL 60673-1280

VANDOR  
25888 NETWORK PLACE  
CHICAGO, IL 60673

VANILLA FORUMS  
388 SAINT-JACQUES, STE 800  
MONTREAL QC H2Y 1S1 CANADA

VIZ MEDIA, LLC  
1355 MARKET STREET, STE 200  
ATTN: PRES OR GEN COUNSEL  
SAN FRANCISCO, CA 94103

WALKERS SHORTBREAD  
170 COMMERCE DRIVE  
ATTN: PRES OR GEN COUNSEL  
HAUPPAUGE, NY 11788

WB MASON  
59 CENTRE ST.  
BROCKTON, MA 02301

WCTH SEASON 2 PRODUCTIONS LLC  
10635 SANTA MONICA BLVD, #180  
ATTN: PRES OR GEN COUNSEL  
LOS ANGELES, CA 90025

WE TV LLC  
11 PENN PLAZA  
ATTN: PRES OR GEN COUNSEL  
NEW YORK, NY 10001

WEA  
SPECIAL MARKETS  
32253 COLLECTION CENTER DR.  
CHICAGO, IL 60693

WILD BLUE INDUSTRIES  
245 8TH AVENUE #344  
NEW YORK, NY 10011

WINDSTREAM  
P.O BOX 9001013  
LOUISVILLE, KY 40290

WPT ENTERPRISES, INC.  
1920 MAIN STREET, #1150  
ATTN: PRES OR GEN COUNSEL  
LAGUNA BEACH, CA 92651

XPO LOGISTICS  
P.O. BOX 2693  
NEW YORK, NY 10108

YIELDIFY  
1412 BROADWAY 22ND FLOOR  
ZEUS ENT. INC YIELDIFY @ GRIND  
NEW YORK, NY 10018

**United States Bankruptcy Court  
Southern District of New York**

In re **MyPlay Direct, Inc.**

Debtor(s)

Case No.

Chapter

**11**

**VERIFICATION OF CREDITOR MATRIX**

I, the Interim Chief Financial Officer of the corporation named as the debtor in this case, hereby verify that the attached list of creditors is true and correct to the best of my knowledge.

Date: **August 25, 2016**

**/s/ Jeremy Bernstein**

**Jeremy Bernstein/Interim Chief Financial Officer**

Signer/Title